

# MASTER CONTRACT

Harlan Community Schools

And

Harlan Education Association

For School Year

2017-2020

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1 A complaint, however, is not a grievance unless there is a claim that an administrator has denied  
2 the complainant something to which he/she had a right under the rules of the teacher handbook,  
3 policies of the Board of Education, or contractual provisions. In other words, in a grievance action,  
4 the aggrieved claims that the guarantee of some right, or benefit provided in a policy, procedure,  
5 or contractual provision has not been honored.

#### 6 7 GOAL

8  
9 The goal of this procedure is to secure, at the earliest possible level, equitable solutions to the  
10 problems which may arise affecting certified personnel.

#### 11 12 WHO MAY INITIATE A GRIEVANCE

13  
14 A group of educators having the same grievance.  
15 An aggrieved person under contract with the school system.  
16 An aggrieved person accompanied by another person.  
17

#### 18 STRUCTURE OF FORMAL APPEAL

19  
20 In the event that the matter is not resolved informally, there are three additional steps of formal  
21 appeal:

22  
23 1. Immediate supervisor or his/her appointee.

24  
25 If the grievance occurs within a building, the aggrieved shall file the grievance with the building  
26 administrator or his/her appointee. If the grievance arises from an action of an authority higher  
27 than the principal or a school or department head, the aggrieved may present such grievance to  
28 the appropriate person.

29  
30 2. The Superintendent or his/her appointee.

31  
32 3. Arbitration.  
33

#### 34 STEP I

35  
36 Prior to the filing of a written statement, the aggrieved person must ask for and receive time for an  
37 informal discussion. This meeting should be an attempt to resolve the grievance in a businesslike  
38 manner. (This conference must be held in the office of the Administrator.)  
39

40 If a grievance is resolved in this step, it is recommended that no record be forwarded to the  
41 Superintendent's Office.  
42

#### 43 STEP II

44  
45 In the event that the matter is not resolved informally, a grievance should be filed, in writing, as  
46 soon as possible, but not to exceed ten (10) contract days, excluding Saturday, Sunday and school  
47 holidays, following the act or condition which is the basis for the grievance. The problem must be  
48 submitted as a grievance to the building principal if a teacher is involved.  
49

50 The administration shall state his/her decision in writing, together with his/her supporting reasons,  
51 and shall furnish a copy to the aggrieved within ten (10) days after receiving the grievance in writing.

1  
2 STEP III  
3

4 After receiving the decision of his/her administrator, the aggrieved may appeal the decision to the  
5 Superintendent or his/her appointee within three (3) contract days.  
6

7 After the delivery of the appeal, the Superintendent or his/her appointee shall investigate the  
8 grievance and shall give all persons who participated in Step II a reasonable opportunity to be  
9 heard. Upon request of either the Administrator or the aggrieved, all persons will meet at the same  
10 time.  
11

12 The Superintendent or his/her appointee must give his/her decision, in writing, together with his/her  
13 supporting reasons, to the aggrieved and to his/her administrator. This decision must be given  
14 within ten (10) contract days after he/she personally receives the grievance, excluding Saturday,  
15 Sunday, and school holidays, unless the aggrieved or the Superintendent calls for a hearing in  
16 which case there will be an extension of five (5) contract days.  
17

18 STEP IV  
19

20 (a) If the aggrieved person is not satisfied with the disposition of the grievance by the  
21 Superintendent, or if no disposition has been made within the time limits, the aggrieved person  
22 and the Association shall meet within five (5) school days of disposition of the grievance or to  
23 discuss the merits of submitting the grievance to arbitration.  
24

25 (b) If the aggrieved person determines that the grievance is meritorious, the aggrieved may  
26 submit the grievance to arbitration within five (5) school days.  
27

28 (c) Within ten (10) school days after written notice to the Superintendent of submission to  
29 arbitration, the Superintendent and the aggrieved shall attempt to agree upon a mutually  
30 acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties  
31 are unable to agree upon an arbitrator or to obtain such a commitment with the specified  
32 period, a written request for a list of arbitrators shall be made to the Public Employment  
33 Relations Board (PER Board) by either party. The list shall consist of three arbitrators and the  
34 parties shall determine by lot which party shall have the right to remove the first name from  
35 the list. The party having the right to remove the first name shall do so within two (2) school  
36 days, and the other party shall have one (1) additional school day to remove one of the two  
37 remaining names. The person whose name remains shall be the arbitrator.

38 (d) The arbitrator so selected shall confer with the representatives of the school district and the  
39 aggrieved and hold hearings promptly and shall issue his/her decision not later than fifteen  
40 (15) school days from the date of the close of the hearings, or, if oral hearings have been  
41 waived, then from the date the final statements and conclusions on the issues were submitted.  
42 The arbitration hearing shall be scheduled not later than sixty (60) days following the date on  
43 which the request for arbitration was submitted to the superintendent. The arbitrator shall be  
44 without power or violation of the terms of this Agreement. The decision of the arbitrator shall  
45 be submitted to the Superintendent and the aggrieved and shall be final and binding on the  
46 parties.  
47

48 (e) The costs of the services of the arbitrator, including per diem expenses, if any, and actual and  
49 necessary travel, subsistence expenses, and the cost of the hearing room shall be borne  
50 equally by the parties.  
51  
52  
53  
54  
55

1 RIGHTS OF EMPLOYEES TO REPRESENTATION

- 2
- 3 1. No aggrieved at any stage of the grievance procedure will be required to meet with any  
4 administrator without representation from the Association or its appointed designee if  
5 desired.
- 6
- 7 2. No reprisal of any kind shall be taken by the Board, by any member of the Administration,  
8 or by the Association or its affiliate organization against any party in interest or any other  
9 participant in the grievance procedure by reason of such participation.
- 10
- 11 3. Released Time. When it is necessary for a teacher and Association representative (who  
12 have filed a grievance) to attend a meeting called by an administrator or an arbitrator, said  
13 teachers shall be released without loss of compensation for the meeting time.

14

15 MISCELLANEOUS

- 16
- 17 1. Separate Grievance File. All documents, communications and records dealing with the  
18 processing of a grievance shall be filed in a separate grievance file and shall not be kept  
19 in the personnel file of any of the participants.
- 20
- 21 2. Meetings and Hearings. All meetings and hearings under this procedure shall be  
22 conducted in private and shall include only witnesses, the parties in interest, and their  
23 designated or selected representatives, heretofore, referred to in this article. A tape  
24 recorder may be used if both parties agree.
- 25
- 26 3. Failure at any step of this procedure to communicate the decision on a grievance within  
27 the specified time limits shall permit lodging an appeal at the next step of this procedure  
28 within the time allotted had the decision been given. Failure to appeal a decision within  
29 the specified time limits shall be an acceptance of the decision.
- 30

31

32 Article III: ASSOCIATION RIGHTS

33

34 A. USE OF FACILITIES

35

36 The Association and its members shall have the right to make use of school buildings and facilities  
37 at reasonable hours for meetings and any and all office equipment when such equipment is not  
38 otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to  
39 such use. The Association must get the approval of the building principal prior to the use of building  
40 and space desired.

41

42 B. COMMUNICATIONS

43

44 The Association shall have the right to post notices of activities and matters of Association concern  
45 on existing bulletin boards, in each school building in areas designated for employee use, such as  
46 teachers' lounges and workrooms, but not in areas open to the public or students. The Association  
47 may use the employee's mailboxes for communications with employees.

48

49 C. ACCESS TO MEMBERS

50

51 Duly authorized representatives of the Association and the State affiliate organization shall be  
52 permitted to transact official Association business on school property at the end of the last class  
53 period, providing said meeting does not interfere with any previously scheduled activities.

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D. INFORMATION

The Board agrees to furnish, on Association request, all financial information required by PERB rules and regulations.

E. RELEASED TIME

Whenever any representative of the Association or any employee participates during normal school hours in negotiations, grievance proceedings, conferences or meetings called by the Superintendent of Schools, a mediator or arbitrator, he/she shall suffer no loss in pay or other benefits.

F. BOARD POLICIES

The Board agrees to email copies of School Board Agenda when Board materials are emailed. The Board will not make a policy change on a matter clearly defined in the law as a negotiable item until it is discussed with the Association and agreed upon by both parties.

Article IV: MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Directors which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

Article V: SALARIES

SCHEDULE (see Schedule)

- A. To qualify for advancement from one horizontal salary classification to another on the basis of training, a certified transcript of credits earned shall be presented to the Administrative offices by September 1 of the school year in which said advance is to become effective. At that time a new contract will be written.

All hours for advancement beyond the B + 12 column must be graduate hours in the field of education or staff must prove curricular relevance to their building administrator or superintendent. The B + 36 remains closed.

All certified staff who have been at the bottom of the salary schedule for one year will receive a stipend of 3% of the base salary. In addition to the 3% stipend, following an employee's completion of 18 years of service to the HCSD, the employee will receive a stipend of 1% per year for each additional year of service up to a maximum of 14% (including the 3% stipend). This 1% stipend shall begin with the 2006-2007 school year, and regardless of the number of an employee's years of service, no employee shall receive more than a 1% stipend during the 2006-2007 school year. These stipends are compensation for years of service to the District and are not considered to be a bonus. These longevity payments will be added to and become a part of the salary schedule effective July 1, 2015.

- B. Official transcript, grade card, or letter from the college registrar carrying the name of the course, the number of semester hours of credit, the date of completion of the course, and bearing the signature of the registrar will be accepted as evidence.



- 1 C. Salary adjustments to salary schedule (see Schedule) shall be effective with the  
2 September 2017, 2018, 2019 pay period. The only exception being employees that are  
3 employed for 12 continuous months (vocational agriculture instructors). Their salary  
4 adjustments shall be effective with the July 2017, 2018, 2019, pay period.  
5
- 6 D. An employee who fails to submit proof of certification to the Superintendent by at least the  
7 day prior to the first payday of the school year or by the date the individual's prior  
8 certification has expired will not receive any compensation until the required certification is  
9 received by the District. This provision on withholding compensation does not affect in any  
10 way the right of the District to commence contract termination proceedings under Iowa  
11 Code Chapter 279.  
12

13  
14 CREDIT FOR EXPERIENCE  
15

16 Teachers new to the district shall be placed on the salary schedule according to their years of  
17 experience and education. New teachers starting their first teaching position after graduation may  
18 be started on Step 1. The District may place new hires on the salary schedule up to three steps  
19 above their current level of experience. Employees shall serve a probationary period as specified  
20 in Iowa Code Section 279.19.  
21

22  
23 Article VI: CONTRACT TERMS  
24

- 25 A. Contract Terms. This contract is for 190 days. The 190 day contract will be: 170 Student  
26 Days; three (3) Teacher Work Days; thirteen (13) Staff Development Days and four (4)  
27 Teacher Choice Days. (*Teacher Choice days are defined as any day other than a Student*  
28 *Day, Work Day, or Staff Development Day that the teacher wishes to count as a contract*  
29 *day.*) When establishing the school calendar, a ½ work day will be scheduled at the end of  
30 the 1<sup>st</sup> and 3<sup>rd</sup> quarters and a full work day will be scheduled at the end of each semester.  
31
- 32 B. Extended Contracts. The schedule is based upon a one hundred ninety (190) day contract.  
33 Any employee who contracts for professional work not listed on the professional services  
34 schedule will be paid 1/190 of the regular base salary for each additional day of work.  
35

36  
37 Article VII: SICK LEAVE  
38

39 ACCUMULATIVE BENEFITS  
40

41 Sick leave is accumulative up to 120 days at the rate of 12 days the first year, 13 days the second  
42 year, 14 days the third year, 15 days the fourth year, 16 days the fifth year, and 17 days for  
43 succeeding years.  
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56

1 Article VIII: SICK LEAVE BANK  
2

3 SICK LEAVE BANK

4  
5 A. CREATION

- 6  
7 • Enrollment – prior to September 15<sup>th</sup>, or within 20 days of hire date,  
8 whichever is first.  
9 • Enrollment – joint responsibility between the Board and the HEA  
10 • Management – committee of five (2 HEA members, 2 Board of Education  
11 members, Board Secretary) will oversee the Bank.  
12

13 B. ELIGIBILITY

- 14  
15 • Any employee not eligible for long term disability who is a member of the  
16 bank and who has depleted their sick leave.  
17

18 C. CONTRIBUTIONS

- 19  
20 • Each participating member will contribute one sick leave day  
21 • When bank is depleted members may contribute one (1) day as needed  
22 • Number of bank days will never exceed the number of participants  
23 • Donated days will not be returned to the donors  
24

25  
26 D. USE

- 27  
28 • Bank may be used in case of life-threatening, terminal illness, or serious  
29 injury requiring hospitalization or long term care of employee, spouse or  
30 child (after depleting of sick leave)  
31 • Use of bank for parental care is limited to 15 days total  
32 • Serious, long term illness does not include maternity  
33 • Application must be made to the committee for use of bank days  
34 • Sick leave days plus bank days will never exceed 180 days  
35 • Any one individual is not eligible for more than 150 sick leave bank days  
36 during any consecutive two year period.  
37

38 Article IX

39  
40 TEMPORARY LEAVES OF ABSENCE WITH FULL PAY

41  
42 ASSOCIATION LEAVE

43  
44 Up to six (6) days shall be available for representatives of the Association. The cost of teacher  
45 substitutes will be school board expense.  
46

1 Article X

2  
3 EXTENDED LEAVE OF ABSENCE FOR EDUCATIONAL IMPROVEMENT

4  
5 A leave of absence, without pay, of up to one (1) year may be granted with Board approval to  
6 tenured employees for the purpose of engaging in study or work related to academic  
7 responsibilities. While on extended leave the employee's interest in the retirement funds and  
8 placement of the salary schedule shall be frozen. While no additional benefits will be provided by  
9 the employer during the leave period, the employee may purchase such benefits. At the conclusion  
10 of the extended leave of absence, the employee shall be placed at the same vertical position on  
11 the salary schedule for which he/she was eligible at the time the leave commenced. NOTE:  
12 Application for such leave must be applied for prior to July 1, and is subject to the approval of the  
13 Board of Education.

14  
15 Article XI

16  
17 EMERGENCY BUSINESS LEAVE

18  
19 Leave for business which cannot be conducted outside school hours (evenings, weekends or  
20 vacation) may be granted to teachers by the approval of the Superintendent of Schools. For each  
21 day absent, one day may be deducted from accumulated sick leave, or the cost for substitutes may  
22 be deducted.

23  
24 Article XII

25 JURY DUTY

26  
27 An employee who is called for Jury Duty shall be allowed to serve in that capacity without loss of  
28 pay. Any money paid to the employee above their expenses shall be returned to the school.

29  
30 Article XIII

31 PROFESSIONAL LEAVE

32  
33 Such leave to attend professional meetings or visit another school may be granted by the  
34 Superintendent of Schools. Such leave shall be with pay, but must be cleared well in advance.

35  
36  
37 Article XIV

38  
39 FAMILY ILLNESS, BEREAVEMENT, AND OTHER FUNERAL LEAVES

40  
41 **A. Immediate Family Defined**

42 Immediate family is defined as spouse, child (step, adopted, foster, legal guardian relationship),  
43 mother, father, step-parent, brother, sister, grandchildren, grandparent, mother-in-law and father-  
44 in-law, and step relatives of the same degree.

45  
46 Any other relationship not defined above is considered non-immediate family.

47  
48 **B. Family Illness**

49 In the event of an illness within the immediate family, an employee can be granted up to ten (10)  
50 days of absence. Family Illness leave can be taken for illness, injury, or medical treatment. The  
51 days taken will be deducted from the employee's sick leave. An absence longer than 48 hours  
52 will require a statement from the attending physician as proof of illness. If the employee's sick

1 leave is exhausted, the employee may use personal days or these days will be employee salary  
2 dock days.

3  
4 **C. Bereavement**

5 Employees may be allowed up to a maximum of five (5) days per occurrence per year without  
6 deduction in pay for death of a parent, spouse or child (step, adopted, foster, legal guardian  
7 relationship). Employees may be allowed up to a maximum of three (3) days per occurrence per  
8 year without deduction in pay for the death of an immediate family member as defined above,  
9 with inclusion of daughter-in-law and son-in-law. The days taken will be deducted from the  
10 employee's sick leave. If the employee's sick leave is exhausted, the employee may use personal  
11 days or these days will be employee salary dock days.

12  
13 **D. Substitute Pay Deduction for Additional Days of Family Illness and Bereavement**

14 After 5 days of bereavement leave per occurrence per year or after ten days of family illness per  
15 year, whichever applies, the cost of a substitute in the amount equal to the daily substitute rate,  
16 FICA, and IPERS will be deducted even if no substitute is required. Such leave must require the  
17 prior approval of the administration. Superintendent may approve an extension of bereavement  
18 leave and family illness leave for immediate family, upon written request, due to extenuating  
19 circumstances until sick leave is exhausted. If the employee's sick leave is exhausted, the  
20 employee may use personal days or these days will be employee salary dock days.

21  
22 **E. Other Funeral**

23 Up to 1 additional day per year is allowed to use in the event of the death of a friend or relative  
24 outside the employee's immediate family, as defined above. The days taken will be deducted  
25 from the employee's accumulated sick leave. Employees may accumulate up to 2 days of other  
26 funeral leave. If the employee's sick leave is exhausted, the employee may use personal days or  
27 these days will be employee salary dock days.

28  
29 After a maximum of 2 days, when accumulated, per year of other funeral leave, the cost of a  
30 substitute in the amount equal to the daily substitute rate, FICA, and IPERS will be deducted  
31 even if no substitute is required. Such leave must receive the prior approval of the employee's  
32 building principal and superintendent. If the employee's sick leave is exhausted, the employee  
33 may use personal days or these days will be employee salary dock days.

34  
35  
36 **F. Tracking**

37 Family Illness, bereavement and other funeral days will be tracked in hours and 1 day is  
38 equivalent to the hours each individual employee works in a day.

39  
40 If the employee's sick leave is exhausted, the employee may use personal days or these days will  
41 be employee salary dock days.

42  
43 Bereavement leave taken out of sick leave shall not disqualify the employee's accumulation of his  
44 or her personal day.

45  
46  
47 **Article XV**

48  
49 **PERSONAL LEAVE**

50  
51 Each employee shall be eligible for three (3) personal leave days per year, accumulative up to a  
52 maximum of five (5) days. Personal leave days taken during the first seven (7) school days or the  
53 last fifteen (15) school days of the school year shall be requested a minimum of twenty (20) days  
54 in advance. Requests for all other personal leave shall be made to the building administrator at  
55 least forty-eight (48) hours in advance. No more than ten percent (10%) of the teachers of each

1 building may take personal leave on any given day, requests up to the 10% limit will be granted  
2 based on the chronological order of their receipt.  
3

4 Any teacher who used no sick leave or dock day during any school year shall be eligible for one  
5 additional day of paid personal leave the following year. This additional day of personal leave shall  
6 be subject to the same conditions as aforementioned for personal leave. (The sick leave bank  
7 donation shall not count as using a sick day). Bereavement leave taken out of sick leave shall not  
8 disqualify the employee's accumulation of his or her personal day.  
9

10 Article XVI

11  
12 STATE SPONSORED COMPETITION LEAVE  
13

14 Employees, with children enrolled in the Harlan Community School District participating in Pre-K  
15 through 12<sup>th</sup> grade school sponsored state competitions, shall be allowed two days per year to  
16 attend the day of the scheduled event. Employees will be granted 1 day with no deductions during  
17 their absence. The second day would be taken with a deduction equal to the daily substitute teacher  
18 rate including FICA and IPERS even if no substitute is required.  
19

20  
21  
22 Article XVII

23  
24 MATERNITY LEAVE  
25

26 Six weeks of maternity leave for a mother may be charged to sick leave. The date of this six  
27 calendar week time period (42 calendar days) shall begin with the birth of the child. Any time after  
28 that period will require a physician's approval.  
29

30 Article XVIII

31  
32 SAFETY PROVISIONS  
33

34 A committee will be appointed to address safety provisions. These provisions will either be a part  
35 of the staff handbook or Board policy. This committee will report to the Board with  
36 recommendations by March 1, 2016.  
37

38  
39  
40  
41 Article XIX

42  
43 DUTY-FREE LUNCH PERIODS  
44

45 The Board shall provide each teacher in the school system a minimum 25-minute duty-free lunch  
46 period.  
47

48 Article XX

49  
50 TEACHER WORK DAY  
51

52 When establishing the school calendar, a ½ work day will be scheduled at the end of the 1<sup>st</sup> and  
53 3<sup>rd</sup> quarters and a full work day will be scheduled at the end of each semester.  
54  
55  
56

1 Article XXI

2  
3 DURATION PERIOD

4  
5 This contract shall be effective as of July 1, 2017 and shall continue until June 30, 2020.

6  
7 The first pay period and benefit package will convene on September 1, 2017. The first payday  
8 under this contract shall be September 20, 2017. Pay for the months of June, July and August of  
9 any year is based on work performed under the salary schedule for the previous school year.

10  
11  
12 Article XXII

13 INCLEMENT WEATHER - HOURS

14  
15 In the event of a late start or early dismissal for inclement weather, the teacher's workday hours  
16 will reflect the same changes as that of the student's day.

17  
18 Article XXIII

19  
20 PROFESSIONAL DEVELOPMENT

21  
22 One (1) day will be added to the first year contract of each new teacher to the district. The time  
23 will be added prior to the start of the school year to allow for professional development activities.

24  
25 Article XXIV

26  
27 COLLABORATION TIME

28  
29 A. Teachers will be required to participate in at least 36 hours annually of teacher driven  
30 collaboration time to deliver educational programs and assess student learning, or to engage in  
31 peer review pursuant to section 284.8 subsection 1.

32  
33 B. Designated professional development (as long as practitioner collaboration is a substantial  
34 component of this professional development) or professional learning community time shall count  
35 toward the required 36 hours.

36  
37 C. Individual educator preparation time shall not count as collaboration time.

38  
39  
40 Article XXV

41  
42 INTENSIVE ASSISTANCE PROCESS LANGUAGE: The HEA and the Board agree to continue  
43 conversations during the upcoming school year to come to mutual agreement.

44  
45  
46 Article XXVI

47  
48 SIGNATURE CLAUSE

49  
50 In witness whereof the parties hereto have caused this agreement to be signed by their  
51 respective Presidents, attested by their respective Presidents, attested by their respective Co-  
52 Chief Negotiators, and their signatures placed thereon, all on the \_\_\_\_ day of \_\_\_April\_\_\_,  
53 2017.

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Association

Board of Education

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Co-Chief Negotiator

By: \_\_\_\_\_  
Its Chief Negotiator

By: \_\_\_\_\_  
Its Co-Chief Negotiator

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2017 - 2020 Base = \$32,700 (1.00)

Step	Nurse	Nurse BA
1	.75	.80
2	.785	.835
3	.82	.87
4	.855	.905
5	.89	.94
6	.925	.975
7	.96	1.01
8	.995	1.045
9	1.00	1.05
10	1.035	1.08